

**AGREEMENT FOR POLICE SERVICES
PURSUANT TO THE INTERLOCAL COOPERATION ACT
CHAPTER 39.34 RCW**

WHEREAS, the City of Edmonds, Washington is an optional code city constituted in accordance with the provisions of Title 35A the Revised Code of Washington; and

WHEREAS, the Town of Woodway is a Town organized pursuant to certain provisions of Title 35 of the Revised Code of Washington; and

WHEREAS, Chapter 39.34 of the Interlocal Cooperation Act authorizes public agencies, including municipal corporations to exercise their respective powers and any power capable of being exercised by either party pursuant to an interlocal agreement; and

WHEREAS, the City Council of the City of Edmonds and the Town Council of the Town of Woodway deem it to be in the public interest to enter into an interlocal agreement for the provision of police services in accordance with the terms and conditions set forth therein; and

NOW, THEREFORE, IN CONSIDERATION in consideration for the promises set forth in this Agreement and the mutual benefits to be derived, the City of Edmonds, Washington, (hereinafter "Edmonds") and the Town of Woodway, (hereinafter "Woodway") have entered into this Agreement in accordance with the provisions set forth below:

I. TERM

THIS AGREEMENT shall have a three year term commencing on January 1, 2010 and expiring on December 31, 2012.

1.1 This Agreement may be terminated by either party without cause by the provision of ninety days written notice addressed to the respective City or Town Clerk, at his/her regular business address.

1.2 This Agreement may be terminated by either party for cause if, but only if:

1.2.1 Prior written notice of an alleged breach of the terms of the Agreement is provided to City or Town Clerk; and

1.2.2 The breach is not cured within 48 hours of the actual receipt of the written notification of breach.

1.3 This Agreement may be extended for future calendar terms or such other terms as the parties may deem appropriate upon the approval of the parties.

II. SERVICES TO BE PROVIDED

THIS AGREEMENT does not create a separate entity for the provision of services. Rather it is the intent of the parties that Edmonds shall provide back-up police services as described herein when a Woodway officer is not on duty or is otherwise unavailable to respond to the call. In such event, SNOCOM shall dispatch an Edmonds officer in or on an appropriate vehicle and with appropriate back-up when needed for:

2.1 All priority one (1) in-progress calls which currently includes abduction, bank alarm, robbery hold-up alarm, assault, assault with weapon, burglary, fight with weapon, hostage situation, prowler, rape, robbery and strong-arm robbery; and/or

2.2 Priority two (2) calls in progress which involve, but are not limited to theft, threats to life or property, including residential alarms, panic alarms, suspicious persons, suspicious circumstances, traffic accidents, and 911 hang-up calls.

2.3 Priority one and priority two calls shall be defined in accordance with the definition established for such calls by SNOCOM, such definitions to be incorporated by this referenced as fully as if herein set forth. The determination of SNOCOM regarding the characterization of any call shall be final and determinative.

2.4 If a Woodway police officer is on regular scheduled duty and back-up is required, the Edmonds police department will continue to assist if an officer is available at no charge, in accordance with other existing mutual aid agreements.

III. RESPONSIBILITIES OF THE PARTIES

3.1 The Edmonds Police Department shall:

3.1.1 Conduct an initial investigation of incidents;

3.1.2 Assist victims and witnesses at the crime scene;

3.1.3 Preserve crime scenes;

3.1.4 Take reports on minor incidents;

3.1.5 Provide a written report on every dispatched call; and

3.1.6 As required, attend and testify at any prosecution arising from the call.

3.2 The Woodway Police Department shall:

3.2.1 Provide any follow-up investigation, report or action required relative to an assault, burglary or crime with possible suspects by call-out of a Woodway police officer.

3.2.2 Woodway, through its police officers, shall provide crime scene investigation regarding burglaries, multiple property crimes, serious accidents, or similar events of a serious or felonious nature.

3.2.3 Woodway shall call out an officer to provide service in the event that arrest and booking of a suspect is required. Woodway police department citation forms shall be used and an "assist other agency" report and statement prepared. If no Woodway police department officer is reasonably available, an Edmonds citation form may be used. In such event, the Edmonds police department policy regarding issuance of citations on state charges shall be followed.

3.2.4 Evidence shall be retained by the Woodway police department.

3.2.5 Juvenile referrals will be referred to the Woodway police department for processing, including appropriate report and referral.

3.3 Report Process.

3.3.1 A written report shall be provided regarding all calls to which an Edmonds officer is dispatched.

3.3.2 The original shall remain with the Edmonds police department.

3.3.3 Copies shall be sent immediately to the Woodway police department.

3.3.4 A copy shall be provided to the Edmonds Assistant Chief for the Police Support Services division.

3.4 Emergency Situations; No Special Duty or Third Party Right Created. The parties understand and agree that in the event of an emergent situation in Edmonds, services under this Agreement may be delayed or suspended. Nothing herein shall be interpreted to create any third party right, nor is any special duty to any third party, private party, person or entity created as a result of this Agreement.

IV. BILLING PROCESS

Woodway shall pay to the City of Edmonds \$137.50 per dispatched call. If a call requires more than one Edmonds officer to respond, and that additional officer(s) is on the Woodway call in excess of 15 minutes from time of arrival, an additional cost will be assessed for police services at the flat rate of \$42.82 for the additional officer(s) time based on the nearest 15 minute increment. The individual officer's unit history will be used for the record for time spent in Woodway. Edmonds shall provide a detailed quarterly billing which shall include at a minimum the Edmonds police department case number and the date of the incident. Payment shall be remitted within 30 days of billing. In the event of a dispute regarding billing, the parties

agree to submit the dispute to binding arbitration or such other form of alternative dispute resolution (mediation) as the parties shall approve.

V. SUPPLIES AND EQUIPMENT

Edmonds shall provide services through use of its own vehicles and equipment and be responsible for all costs associated therewith, including but not limited to damage from any kind or nature and normal wear and tear. Edmonds shall also utilize its own reports and forms with the exception of citations as herein provided. Edmonds citations shall only be used when no Woodway citations are reasonably available.

VI. LIABILITY AND INDEMNITY

6.1 Edmonds shall indemnify and hold harmless Woodway, its officers, agents and employees from any claim, cause or liability of any kind or nature whatsoever arising from or out of the negligence or wrongful tortious act of an Edmonds officer or employee in the provision of services under this Agreement by Edmonds officers. This promise to indemnify and hold harmless shall include a waiver of the immunity provided by Title 51 RCW, to, but only to the extent necessary to fully effectuate its promise.

6.2 Woodway shall indemnify and hold harmless Edmonds, its officers, agents and employees from any claim, cause or liability of any kind or nature whatsoever arising from or out of the negligence or wrongful tortious act of a Woodway officer or employee in the provision of services under this Agreement by Woodway officers. This promise to indemnify and hold harmless shall include a waiver of the immunity provided by Title 51 RCW, to, but only to the extent necessary to fully effectuate its promise.

6.3 In the event of a claim, loss or liability based upon the alleged concurrent or joint negligence or tortious act of the parties, the parties shall bear their respective liability, including cost, in accordance with an assignment of their respective liability established in accordance with the laws of the State of Washington.

VII. ENTIRE AGREEMENT - AMENDMENT

This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provision. This Agreement shall not be amended except in writing with the express written consent of the City Council and Town Council of the respective parties.

VIII. COMPLIANCE WITH RCW 39.34.040

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Snohomish County Auditor or alternatively, listed by subject on the public web site of either party hereto or on other electronically retrievable public source.

EXECUTED this 24th day of FEBRUARY, 2009¹⁰.

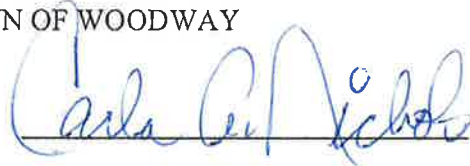
CITY OF EDMONDS

By:


Mayor Gary Haakenson

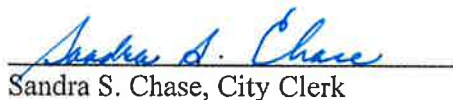
TOWN OF WOODWAY

By:



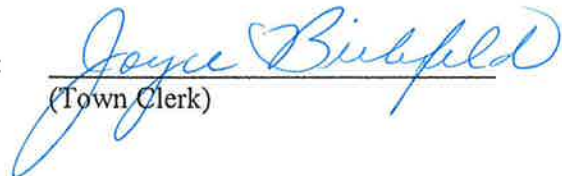
ATTEST/AUTHENTICATED

By:


Sandra S. Chase, City Clerk

ATTEST/AUTHENTICATED

By:


(Town Clerk)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

By:



APPROVED AS TO FORM:

OFFICE OF THE TOWN ATTORNEY:

By:

